



PTO/SB/80 (04-05)
Approved for use through 11/30/2005. OMB 0651-0035
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☒ Practitioners associated with the Customer Number:

56074

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address associated with Customer Number:

56074

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone	Email		


Assignee Name and Address:

MIPS Technologies, Inc.
1225 Charleston Road
Mountain View, CA 94043-1353

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	09/08/05
Name	JAMES F. KURKOWSKI	Telephone	650-567-5166
Title	VP of Intellectual Property		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

440968



THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : William Dally et al.

Art Unit : 2782

Serial No. : 09/637,500

Examiner : Unknown

Filed : August 11, 2000

Title : HIGH PERFORMANCE RISC-DSP

Commissioner for Patents
Washington, D.C. 20231

COPY

CERTIFICATE UNDER 37 CFR §3.73(b)

Under 37 CFR §3.73(b), a Delaware corporation, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of:

☐ An assignment from the inventors of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel __, Frame __ on __.

☒ A chain of title from the inventors of the patent application identified above, to the current assignee as shown below. Copies of the assignments or other documents in the chain of title are attached.

1. An assignment from the inventors to Lexra, Inc. This assignment document is filed herewith.

2. An assignment from Lexra, Inc. to MIPS Technologies, Inc. This assignment document is filed herewith.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

Applicant : William Dally et al.
Serial No. : 09/637,500
Filed : August 11, 2000
Page : 2

Attorney's Docket No.: 12135-014001 / 0142.00US

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.


Respectfully submitted,

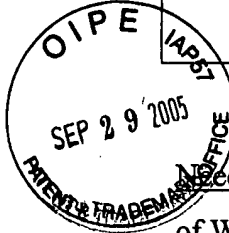
Date: 7/29/02

Sandy Creighton
SANDY CREIGHTON, ESQ.
MIPS Technologies, Inc.
Title: Vice President, General Counsel & Secretary

Fish & Richardson P.C.
1425 K Street, N.W.
11th Floor
Washington, DC 20005-3500
Telephone: (202) 783-5070
Facsimile: (202) 783-2331

COPY

 CONFIRMATORY ASSIGNMENT	Attorney Docket No: 12135-014001 / 0142.00US
	U.S. Serial No. 09/637,500



THIS CONFIRMATORY ASSIGNMENT is by and between ROBERT GELINAS of Needham, Massachusetts, W. PATRICK HAYS of Cambridge, Massachusetts, SOL KATZMAN of Waltham, Massachusetts, WILLIAM J. DALLY of Stanford, California, STAFFAN ERICSSON of Brookline, Massachusetts, and SAM ROSEN of Brookline, Massachusetts (collectively hereinafter called "the Assignors"); and LEXRA, INC., a Delaware corporation having a place of business at 51 Sawyer Road, Waltham, Massachusetts 02154, its successors, and assigns (collectively hereinafter called "Lexra").

WHEREAS, the Assignors made certain inventions and improvements which are described in an application for United States Patent signed by us, entitled HIGH-PERFORMANCE RISC-DSP, filed August 11, 2000, and assigned U.S. Serial Number 09/637,500 (hereinafter called "the Patent Application");

WHEREAS, the Assignors have been compensated for the work performed on the technology which is the subject of the Patent Application;

WHEREAS, it was the intent of the Assignors that all rights, title, and interest to the inventions and improvements described in the Patent Application be the exclusive property of Lexra;

WHEREAS, Robert Gelinas, W. Patrick Hays, Sol Katzman, William J. Dally, and Staffan Ericsson each executed an assignment of all rights, title, and interest to the inventions and improvements described in the Patent Application on October 26, 2000, October 26, 2000, October 26, 2000, November 6, 2000, and October 27, 2000, respectively (hereinafter called "the Prior Assignment");

WHEREAS, Robert Gelinas, W. Patrick Hays, Sol Katzman, William J. Dally, and Staffan Ericsson intended to assign all rights, title, and interest to the inventions and improvements described in the Patent Application to Lexra by executing the Prior Assignment;

WHEREAS, the Prior Assignment mistakenly identified Lexra as "LEXRA COMPUTING ENGINES, a Massachusetts corporation" instead of as "LEXRA, INC., a Delaware corporation;"

**DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION**

CONFIRMATORY ASSIGNMENT	Attorney Docket No: 12135-014001 / 0142.00US
	U.S. Serial No. 09/637,500

WHEREAS, Lexra assigned all right, title, and interest in the inventions and improvements described in the Patent Application to MIPS Technologies, Inc., a Delaware corporation, (hereinafter called "MIPS") on December 31, 2001;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration the receipt of which is hereby acknowledged, the Assignors agree as follows:

1. We hereby assign, convey, transfer, and quitclaim, and confirm the assignment to Lexra of the entire right, title and interest throughout the world in the inventions and improvements which are described in the Patent Application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize Lexra to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements (collectively hereinafter called "the Assigned Rights").

2. The Assignors hereby confirm that this Confirmatory Assignment is *nunc pro tunc* and effective as of the assignment by Lexra to MIPS on December 31, 2001.

3. The Assigned Rights are free and clear of all and any pledge, lien, collateral assignment, security interest, mortgage, title retention, conditional sale or other security arrangement, or any charge, adverse claim of title, ownership or right to use, or any other encumbrance of any kind whatsoever. The Assignors represent that they have not made, and covenant that they will not hereafter make, any assignment, grant, license or other agreement affecting the rights, titles and interests of the Assigned Rights. The Assignors further covenant that they have the full right to convey the right, title and interest assigned by this agreement.

4. The Assignors hereby agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign

**DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION**

CONFIRMATORY ASSIGNMENT	Attorney Docket No: 12135-014001 / 0142.00US
	U.S. Serial No. 09/637,500

such further applications, assignments, Preliminary Statements and other lawful documents as Lexra may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at Waltham,
 this 10th day of July, 2002
Robert Gelin L.S.
 ROBERT GELINAS

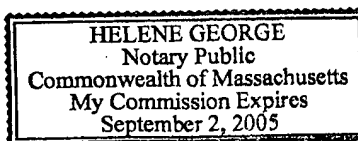
State of Massachusetts :
 : ss.
 County of Middlesex :

Before me this 10 day of July, 2002, personally appeared ROBERT GELINAS known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Helene George
 Notary Public

My Commission Expires:

[Notary's Seal Here]



**DO NOT FORWARD
 TO ASSIGNMENT BRANCH
 NOT FOR RECORDATION**

CONFIRMATORY ASSIGNMENT	Attorney Docket No: 12135-014001 / 0142.00US
	U.S. Serial No. 09/637,500

IN WITNESS WHEREOF, I hereto set my hand and seal at Waltham,
 this 10 day of July, 2002
W. Patrick Hays L.S.
 W. PATRICK HAYS

State of MASS :

: ss.

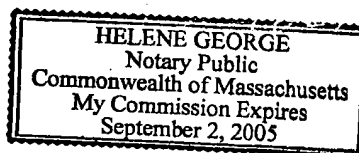
County of Middlesex:

Before me this 10 day of July, 2002, personally
 appeared W. PATRICK HAYS known to me to be the person whose name is subscribed to the
 foregoing Assignment and acknowledged that he executed the same as his free act and deed for
 the purposes therein contained.

Helene George
 Notary Public

My Commission Expires:

[Notary's Seal Here]



**DO NOT FORWARD
 TO ASSIGNMENT BRANCH
 NOT FOR RECORDATION**

CONFIRMATORY ASSIGNMENT	Attorney Docket No: 12135-014001 / 0142.00US
	U.S. Serial No. 09/637,500

IN WITNESS WHEREOF, I hereto set my hand and seal at Waltham,
 this 10 day of JULY, 2002
SOL KATZMAN L.S.

State of MASSACHUSETTS :

: ss.

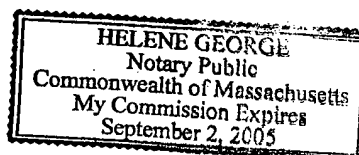
County of MIDDLESEX :

Before me this 10 day of July, 2002, personally
 appeared SOL KATZMAN known to me to be the person whose name is subscribed to the
 foregoing Assignment and acknowledged that he executed the same as his free act and deed for
 the purposes therein contained.

Helene George
 Notary Public

My Commission Expires:

[Notary's Seal Here]



**DO NOT FORWARD
 TO ASSIGNMENT BRANCH
 NOT FOR RECORDATION**

CONFIRMATORY ASSIGNMENT	Attorney Packet No: 12135-014001 / 0142.00US
	U.S. Serial No. 09/637,500

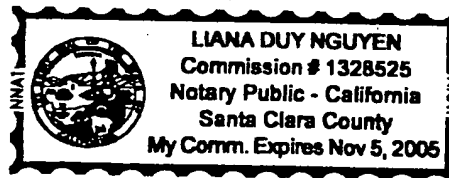
IN WITNESS WHEREOF, I hereto set my hand and seal at _____,
 this 18th day of July, 2002
William J. Dally
 WILLIAM J. DALLY L.S.

State of California :
 : ss.
 County of Santa Clara :

Before me this 18th day of July, 2002, personally
 appeared WILLIAM J. DALLY known to me to be the person whose name is subscribed to the
 foregoing Assignment and acknowledged that he executed the same as his free act and deed for
 the purposes therein contained.

Liana Duy Nguyen
 Notary Public
 My Commission Expires: 11/05/2005

[Notary's Seal Here]



**DO NOT FORWARD
 TO ASSIGNMENT BRANCH
 NOT FOR RECORDATION**

CONFIRMATORY ASSIGNMENT	Attorney Docket No: 12135-014001 / 0142.00US
	U.S. Serial No. 09/637,500

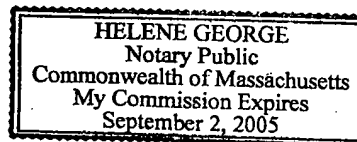
IN WITNESS WHEREOF, I hereto set my hand and seal at Waltham, MA
 this 17th day of July, 20 02
Staffan Ericsson L.S.

State of Massachusetts : ss.
 County of Middlesex :

Before me this 17 day of July, 20 02, personally
 appeared STAFFAN ERICSSON known to me to be the person whose name is subscribed to the
 foregoing Assignment and acknowledged that he executed the same as his free act and deed for
 the purposes therein contained.

Helene George
 Notary Public
 My Commission Expires:

[Notary's Seal Here]



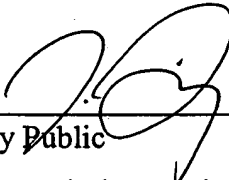
**DO NOT FORWARD
 TO ASSIGNMENT BRANCH
 NOT FOR RECORDATION**

CONFIRMATORY ASSIGNMENT	Attorney Docker No: 12135-014001 / 0142.00US
	U.S. Serial No. 09/637,500

IN WITNESS WHEREOF, I hereto set my hand and seal at LOS ANGELES, CA,
 this 16th day of July, 2002
Sam Rosen L.S.
 SAM ROSEN

State of CALIFORNIA :
 : ss.
 County of LOS ANGELES :

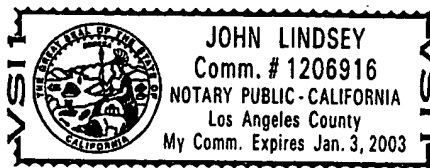
Before me this 16th day of JULY, 2002, personally
 appeared SAM ROSEN known to me to be the person whose name is subscribed to the foregoing
 Assignment and acknowledged that he executed the same as his free act and deed for the
 purposes therein contained.



 Notary Public
 My Commission Expires: 1/3/03

[Notary's Seal Here]

40105066.doc



**DO NOT FORWARD
 TO ASSIGNMENT BRANCH
 NOT FOR RECORDATION**

PATENT ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, LEXRA, INC., a Delaware corporation ("*Assignor*"), does hereby sell, grant, convey, assign and transfer unto MIPS TECHNOLOGIES, INC., a Delaware corporation ("*Assignee*"), and its Affiliates, successors, assigns, and transferees, the following:

1. All of Assignor's title, interest and right, including the right of priority (including all rights under the Paris Convention for the Protection of Industrial Property), in, to and under the following: (i) those issued patents and applications for patents set forth on Schedule A attached hereto and the inventions and any of them therein set forth, described or claimed, and any and all patents which may be granted thereon or therefor or corresponding thereto in any country, including any and all continuations, continuations-in-part, substitutions, divisions, reissues, renewals, reexaminations, extensions, utility models, inventor's certificates or industrial designs thereof, now existing or hereafter filed, issued or acquired; and (ii) all rights to enforce the foregoing rights including the right to sue and recover all income, royalties, damages, and payments now or hereafter due or payable with respect to any of the foregoing rights, including, without limitation, damages for past, present or future infringement thereof (the "*Assigned Rights*"). The Assigned Rights are free and clear of all and any pledge, lien, collateral assignment, security interest, mortgage, title retention, conditional sale or other security arrangement, or any charge, adverse claim of title, ownership or right to use, or any other encumbrance of any kind whatsoever.

2. And for the above consideration Assignor agrees to and will promptly upon request of Assignee, and its heirs, successors or assigns: (i) communicate any facts known to Assignor respecting said patents, applications and the inventions and improvements set forth therein; (ii) execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional, reissue, reexamination or extension, or other papers which may be necessary or desirable fully to secure to Assignee and its heirs, successors and assigns, the inventions and improvements and any of them described in said patents and applications and all patent rights therein, in the United States and in any country foreign thereto; and (iii) cooperate and assist in the prosecution of interference proceedings involving said inventions and improvements in the adjudication and re-examination of Letters Patent, provided the expenses which may be incurred by Assignor in lending such cooperation and assistance be paid by Assignee.

3. Assignor represents that it has not made, and covenants that it will not hereafter make, any assignment, grant, mortgage, license or other agreement affecting the rights, titles and interests of the Assigned Rights. Assignor further covenants that it has the full right to convey the right, title and interest assigned by this Assignment.

4. Assignor hereby authorizes and requests the Commissioner of Patents of the United States and any official of any foreign country whose duty is to issue patents on applications as described above to issue any and all Letters Patents subject to this Assignment to the Assignee its heirs, successors, assigns, and transferees in accordance with the terms of this Assignment.

5. Nothing in this Assignment will, or will be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement executed contemporaneously by the parties hereto or affect or modify any of the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will govern and control.

[Signature page follows.]

**DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly
executed by its authorized representative on the date set forth below.

"ASSIGNOR"

LEXRA, INC.,
a Delaware corporation

By: 

Name: Chungsen C. Cheng

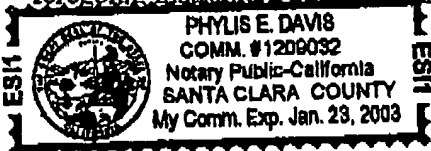
Title: President and CEO

December 31, 2001

STATE OF CALIFORNIA)

COUNTY OF SANTA CLARA)

On this 31st day of December, 2001, before me appeared Chungsen C. Cheng
to me known and known to me to be the person described herein, and who executed the
foregoing instrument and he acknowledged the same to be his free act and deed.



[SEAL]

Phylis E. Davis
Notary Public

[SIGNATURE PAGE FOR PATENT ASSIGNMENT]

DO NOT FORWARD
TO ASSIGNMENT BRANCH.
NOT FOR RECORDATION

This Assignment of Patents acknowledged and agreed to by:

"ASSIGNEE"

MIPS TECHNOLOGIES, INC.,
a Delaware corporation

By: *John Bourgois*

Name: John Bourgois

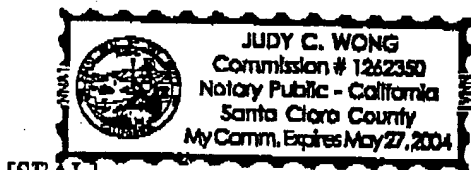
Title: Chairman and CEO

January 7, 2002

STATE OF CALIFORNIA)

COUNTY OF SANTA CLARA)

On this 7th day of January, 2002, before me appeared John Bourgois, to me known and known to me to be the person described herein, and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.



Judy C. Wong
Notary Public

[SIGNATURE PAGE FOR PATENT ASSIGNMENT]

DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION

SCHEDULE A
EXISTING PATENTS

None.

**DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION**

SCHEDULE A

(continued)

PATENT APPLICATIONS

<u>Title</u>	<u>First Inventor</u>	<u>Country</u>	<u>Case Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Status</u>
Processor for Network Communications with Efficient Use of Processor Cycles	Robert Gelinas, W. Patrick Hays, Sol Katzman, and William J. Dally	USA	non-provisional	09/591,510	June 12, 2000	Filed and pending.
System and Method for Extracting Fields from Packets Having Fields Spread Over More Than One Register	Sol Katzman, Robert Gelinas and W. Patrick Hays	USA	non-provisional	09/799,610	March 7, 2001	Filed and pending.
High-Performance RISC-DSP	Robert Gelinas, W. Patrick Hays, Sol Katzman, Sam Rosen, William J. Dally, Staffan Ericsson	USA	non-provisional	09/637,500	August 11, 2000	Filed and pending.
Register Set Extension for Compressed Instruction Set	W. Patrick Hays	USA	non-provisional	09/654,064	Sept 1, 2000	Filed and pending.

**DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION**